ANDREA L. RIMER 404.885.3265 telephone 404.962.6669 facsimile andrea.rimer@troutmansanders.com

# TROUTMAN SANDERS

TROUTMAN SANDERS LLP
Attorneys at Law
Bank of America Plaza
600 Peachtree Street NE, Suite 5200
Atlanta, Georgia 30308-2216
404.885.3000 telephone
troutmansanders.com

RECEIVED
Georgia EPD

JUL 1 1 2016

July 8, 2016

Response and Remediation Program

# BY ELECTRONIC MAIL AND FIRST CLASS MAIL

Ms. Robin Futch Georgia Environmental Protection Division Land Protection Branch 2 Martin Luther King, Jr. Drive Suite 1054 East Atlanta, GA 30334

Re: Recorded Uniform Environmental Covenant

Former Oxford Chemical Property, Sublisted to HSI #10072 5001 Peachtree Boulevard, Chamblee, DeKalb County, GA

#### Dear Robin:

In accordance with the Uniform Environmental Covenants Act, enclosed is a file-stamped copy of the Environmental Covenant for the above-referenced property, recorded with the DeKalb County Clerk of Superior Court on June 27, 2016. In addition, please accept this letter as certification and confirmation that each of the parties named in Item #8 of the covenant have also been sent a file-stamped copy of the document. These include each of the parties listed in our previous correspondence, dated March 29, 2016.

Please feel free to call or email me if you have any questions.

Sincerely

Andrea L. Rimer

Enclosure

cc:

Ms. Rebecca Davis

Mr. Randy Quintrell Mr. Len Diprima



DEED BOOK 25635 Pg 237

Filed and Recorded: 06/27/2016 3:03:14 PM Debra DeBerry Clerk of Superior Court DeKalb County, Georgia

After Recording Return to:

Andrea Rimer, Esq. Troutman Sanders LLP Bank of America Plaza 600 Peachtree Street, Suite 5200 Atlanta, Georgia 30308

### **Environmental Covenant**

This instrument is an Environmental Covenant executed pursuant to the Georgia Uniform Environmental Covenants Act, OCGA § 44-16-1, et seq. This Environmental Covenant subjects the Property identified below to the activity and/or use limitations specified in this document. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded in accordance with OCGA § 44-16-8(a).

Fee Owner of Property/Grantor:

Downtown Development Authority of the City of

Chamblee

5468 Peachtree Road Chamblee, GA 30341

Grantees/Holders:

Rathon Corp.

c/o Molson Coors Brewing Company

Attn: Rob Simmons

1225 17<sup>th</sup> Street, Suite 3200

Denver, CO 80202

Peachtree Crossing, LLC 5 SW Broad Street, Suite B Fairburn, Georgia 30213

Grantee/Entity with

express power to enforce:

State of Georgia

Department of Natural Resources Environmental Protection Division 2 Martin Luther King Jr. Drive, SE

Suite 1456 East Tower Atlanta, GA 30334

Parties with a recorded interest in the Property:

Georgia Power Company 241 Ralph McGill Boulevard

Bin 10151

Atlanta, Georgia 30308

Norfolk Southern Corporation (as successor in interest to Southern Railway Company) Three Commercial Place Norfolk, Virginia 23510

National Life Insurance Company One National Life Drive Montpelier, Vermont 05604

DeKalb County Department of Watershed Management 1580 Roadhaven Dr. Stone Mountain, GA 30083

Whole Foods Market Group, Inc. 550 Bowie Street Austin, Texas 78703

United Community Bank 2230 Riverside Parkway Lawrenceville, Georgia 30043

OUTFRONT Media, Inc. f/k/a CBS Outdoor, Inc. 405 Lexington Avenue, 17<sup>th</sup> Floor New York, NY 10174

Thoroughbred Technology and Telecommunications, Inc. Three Commercial Place Norfolk, VA 23510

## Property:

The property subject to this Environmental Covenant is the former Oxford Chemicals property sub-listed as part of the General Electric Apparatus Service Center Hazardous Site Inventory Site #10072), located at 5001 Peachtree Boulevard in Chamblee, DeKalb County, Georgia (hereinafter the "Property"). The Property was conveyed on June 3, 2015 from Peachtree Village Partners, LLC to Peachtree Crossing, LLC and recorded in Deed Book 24974, Pages 123-178 of the DeKalb County Records. The Property was conveyed by limited warranty deed dated November 1, 2015 from Peachtree Crossing, LLC ("Peachtree Crossing") to the Downtown Development Authority of the City of Chamblee (the "Development Authority") and recorded in Deed Book 25344, Page 87 of the DeKalb County Records, whereby the Development Authority issued and sold the Development Authority's Economic Development Revenue Bond (Peachtree Crossing, LLC Project), Series 2015 to Peachtree Crossing, validated and confirmed by judgment of the Superior Court of DeKalb County in the case of State of Georgia v. Downtown Development Authority of the City of Chamblee and Peachtree Crossing, LLC, Case No. 15CV11386-5, and to finance such bond, the Development Authority leased the Property back to Peachtree Crossing pursuant to that certain lease agreement between the Development Authority, as lessor, and Peachtree Crossing, as lessee, dated November 1, 2015 (the "Lease"). The Property is located in Land Lots 278 and 300 of the 18th Land District of the City of Chamblee, DeKalb County, Georgia. The Property consists of approximately 8.27 acres, which was historically developed

as a manufacturing facility but which is currently undergoing redevelopment for commercial purposes including, without limitation, a grocery store, restaurants and other retail establishments. A complete legal description of the Property is attached as Exhibit A and a map of the area is attached as Exhibit B.

### **Tax Parcel Number(s):**

Tax Parcel 18-278-14-002 of DeKalb County, Georgia

#### Name and Location of Administrative Records:

The corrective action at the Property that is the subject of this Environmental Covenant is described in the following documents (as same may be amended from time to time with written approval from EPD):

- Voluntary Remediation Plan, Former Oxford Chemical Property, dated March 31, 2013.
- VRP Semi-Annual Status Reports, dated January 10, 2014, September 24, 2014; February 16, 2015; and August 31, 2015.
- EPD Letter, dated October 16, 2014 concurring with Certification of Compliance contained in the September 24, 2014 VRP Semi-Annual Status Report.
- Prospective Purchaser Compliance Status Report dated March 9, 2015.
- VRP Compliance Status Report.

These documents are available at the following location:

Georgia Environmental Protection Division Response and Remediation Program 2 MLK Jr. Drive, SE, Suite 1054 East Tower Atlanta, GA 30334 M-F 8:00 AM to 4:30 PM excluding state holidays

#### **Description of Contamination and Corrective Action:**

This Property has been sub-listed as part of Georgia Hazardous Site Inventory Site #10072 on the state's Hazardous Site Inventory due to a release of a regulated substance and has been designated as needing corrective action in accordance with the Rules for Hazardous Site Response. Contact the property owner or the Georgia Environmental Protection Division for further information concerning this Property. This notice is provided in compliance with the Georgia Hazardous Site Response Act (HSRA).

This Declaration of Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 et seq. by the Development Authority, Peachtree Crossing, Rathon Corp. and the State of Georgia, Department of Natural Resources, Environmental Protection Division (hereinafter "EPD"), and their respective successors and assigns. This Environmental Covenant is required because a release of regulated substances, including benzene, acetone, chlorinated benzenes, chlorinated ethenes and ethanes, naphthalene, xylenes, polynuclear aromatic hydrocarbons, phenol, methyl phenols, Acetophenone, 4,4'-DDD, 4,4'-DDE, 4,4'-DDT, beta-BHC, chlordane, Dieldrin, Lindane, and PCB Aroclors 1260,1232 and 1016 occurred on the Property. These chemicals are "regulated substances" as defined under the Georgia Hazardous Site Response Act, O.C.G.A. § 12-8-90 et seq., and the rules promulgated thereunder (hereinafter "HSRA" and "Rules", respectively). Corrective Action at the Property conducted by Rathon Corp. and Tyson Foods (formerly the Hillshire

Brands Company) consisted of soil remediation to nonresidential risk reduction standards, which has been completed and approved by EPD in its letter dated October 16, 2014, and the installation and maintenance of institutional controls (restrictions on use of groundwater, limitation of use to non-residential and vapor mitigation measures) (the "Institutional Controls") to protect human health and the environment.

Grantor, Development Authority hereby binds Grantor, its successors and assigns to the activity and use restriction(s) for the Property identified herein and grants such other rights under this Environmental Covenant in favor of Rathon Corp., Peachtree Crossing and EPD. EPD shall have full right of enforcement of the rights conveyed under this Environmental Covenant pursuant to HSRA, O.C.G.A. § 12-8-90 et seq., and the rules promulgated thereunder. Failure to timely enforce compliance with this Environmental Covenant or the use or activity limitations contained herein by any person shall not bar subsequent enforcement by such person and shall not be deemed a waiver of the person's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict EPD from exercising any authority under applicable law.

Grantor makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, pursuant to O.C.G.A. § 44-16-5(a); is perpetual, unless modified or terminated pursuant to the terms of this Covenant pursuant to O.C.G.A. § 44-16-9 and 10; and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereinafter "Owner"). Should a transfer or sale of the Property occur before such time as this Environmental Covenant has been amended or revoked then said Environmental Covenant shall be binding on the transferee(s) or purchaser(s).

The Environmental Covenant shall inure to the benefit of Rathon Corp., Peachtree Crossing and EPD, and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, Rathon Corp. or its successors and assigns, and other party(ies) as provided for in O.C.G.A. § 44-16-11 in a court of competent jurisdiction.

### Activity and/or Use Limitation(s)

- 1. <u>Registry.</u> Pursuant to O.C.G.A. § 44-16-12, this Environmental Covenant and any amendment or termination thereof, may be contained in EPD's registry for environmental covenants.
- 2. <u>Notice.</u> EPD shall be provided with the name, address, phone number, and contact person for any new property owner(s) within thirty (30) days after sale. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Institutional Controls.
- 3. <u>Notice of Limitation in Future Conveyances.</u> Each lease, easement or security deed hereafter conveying an interest in the Property subject to this Environmental Covenant shall contain a notice of the activity and use limitations set forth in this Environmental Covenant and shall provide the recorded location of the Environmental Covenant.
- 4. Periodic Reporting. The Owner shall cause the Property and applicable property instruments to be inspected at least annually to ensure compliance with this document. Annually, by no later than December 31st, following the effective date of this Environmental Covenant, the Owner shall ensure that the VRP Annual Property Evaluation Form attached to this document as Exhibit C is completed and submitted to EPD. So long as the Owner remains the Development Authority, pursuant the Lease, Peachtree Crossing shall conduct all annual inspections of the Property and shall complete and submit to EPD the VRP Annual Property Evaluation Form attached as Exhibit C. This report

will document whether or not the activity and use limitations in this Environmental Covenant are being abided by.

- 5. Activity and/or Use Limitations. The current use of the Property is non-residential, as defined in Section 391-3-19-.02 of the Rules and defined in and allowed under the DeKalb County zoning regulations as of the date of this Environmental Covenant. Any residential use of the Property shall be prohibited. A vapor mitigation system or barrier shall be installed and maintained with the construction of any enclosed structures on the Property unless and until either: (a) the HSRA regulated substances in groundwater at the Property reach HSRA Risk Reduction Standards, or (b) the Owner has performed a vapor intrusion exposure pathway evaluation and received written approval from EPD stating that no vapor mitigation system or barrier is required with respect to the particular structure or area of the Property at issue.
- 6. <u>Groundwater Limitation.</u> The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes shall be prohibited.
- 7. Right of Access. In addition to any rights already possessed by EPD and/or Rathon Corp., the Owner shall allow authorized representatives of EPD and/or Rathon Corp. the right to enter the Property at reasonable times for the purpose of evaluating the Corrective Action; to take samples, to inspect the Corrective Action conducted at the Property, to determine compliance with this Environmental Covenant, and to inspect records that are related to the Corrective Action.
- 8. Recording of Environmental Covenant and Proof of Notification. Within thirty (30) days after the date of the Director's signature, the Owner shall file this Environmental Covenant with the Recorders of Deeds for each County in which the Property is located, and send a file stamped copy of this Environmental Covenant to EPD within thirty (30) days of recording. Within that time period, the Owner shall also send a file-stamped copy to each of the following: (1) Rathon Corp. as Holder, (2) each person holding a recorded interest in the Property subject to the covenant, (3) each person in possession of the real property subject to the covenant, (4) each municipality, county, consolidated government, or other unit of local government in which real property subject to the covenant is located, and (5) each owner in fee simple whose property abuts the property subject to the Environmental Covenant.
- 9. <u>Termination or Modification</u>. The Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. § 44-5-60, unless and until the Director determines that the Property is in compliance with applicable Risk Reduction Standards, as defined in Georgia Rules of Hazardous Site Response (Rules) Section 391-3-19-.07, whereupon the Environmental Covenant may be amended or revoked in accordance with Section 391-3-19-08(7) of the Rules and O.C.G.A. § 44-16-1 et seq.
- 10. <u>Severability</u>. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 11. No Property Interest Created in EPD. This Environmental Covenant does not in any way create any interest by EPD in the Property that is subject to the Environmental Covenant. Furthermore, the act of approving this Environmental Covenant does not in any way create any interest by EPD in the Property in accordance with O.C.G.A. § 44-16-3(b).

#### Representations and Warranties.

Grantor hereby represents and warrants to the other signatories hereto to the best of its knowledge and belief:

- a) That the Grantor has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- b) That the Grantor is the sole owner of the Property and holds fee simple title;
- c) That this Environmental Covenant will not materially violate, contravene, or constitute a material default under any other agreement, document or instrument to which Grantor is a party, by which Grantor may be bound or affected;
- d) Pursuant to the Lease, Grantor has caused Peachtree Crossing to investigate, and Peachtree Crossing has represented and warranted to the Grantor and/or Grantees/Holders that, Peachtree Crossing has identified all other parties that hold any interest (e.g., encumbrance) in the Property and has caused Peachtree Crossing to notify such parties of the Grantor's intention to enter into this Environmental Covenant;
- e) Pursuant to the Lease, Grantor has caused Peachtree Crossing to serve each of the people or entities referenced in Activity 8 above with an identical copy of this Environmental Covenant in accordance with O.C.G.A. § 44-16-4(d);
- f) That, pursuant to the Lease, Grantor has caused Peachtree Crossing to investigate, and Peachtree Crossing has represented and warranted that this Environmental Covenant does not materially violate or contravene any zoning law or other law regulating use of the Property; and
- g) That pursuant to the Lease, Grantor has caused Peachtree Crossing to investigate, and Peachtree Crossing has represented and warranted that this Environmental Covenant does not authorize a use of the Property that is otherwise prohibited by a recorded instrument that has priority over the Environmental Covenant.

#### Notices.

Any document or communication required to be sent pursuant to the terms of this Environmental Covenant shall be sent to the following persons:

Georgia Environmental Protection Division Branch Chief, Land Protection Branch 2 Martin Luther King Jr. Drive SE Suite 1054 East Tower Atlanta, GA 30334

Rathon Corp. c/o Molson Coors Brewing Company Attn: Rob Simmons 1225 17<sup>th</sup> Street, Suite 3200 Denver. CO 80202

Downtown Development Authority of the City of Chamblee 5468 Peachtree Road Chamblee, GA 30341 Attn: Chairman

Peachtree Crossing, LLC 5 SW Broad Street, Suite B Fairburn, Georgia 30213

Grantor has caused this Environmental Covenant Environmental Covenants Act, on the 4 day of	t to be executed pursuant to The Georgia Uni	form
Environmental Covenants Act, on the day of		28304044444
		ement Authoris
		ORPOS
	26	· 0 74:3
Signed, sealed, and delivered in the presence	For the Grantor:	SFAIN
of:		30.77
Α.		· · · · · · · · · · · · · · · · · · ·
	Downtown Development Authority of	0
alslu Kosan	the City of Chamblee	CORGIA
Unofficial Witness (Signature)	Name of Grantor (Print)	" Internation
	2 Vonc	
Unofficial Witness Name (Print)	1 and Ca	(Seal)
	Grantor's Authorized Representative (Signature)	
3147 Longview Dr.	DAVID CARTER	
State of the state		-1
Chamblee, GA 30341	Authorized Representative Name (Print)	
Unofficial Witness Address (Print)	Title of Authorized Representative (Print)	
Onomicial Withess Vidices (171111)	The of Authorized Representative (Print)	
	Dated: 3/14/16	
111		
146	(NOTARY SEAL)	
Notary Public (Signature)	(	
My Commission Expires: harch 4, 2019		



[Signatures continue on next page]

Signed, sealed, and delivered in the presence	For the State of Georgia
of:	Environmental Protection Division:
Unofficial Witness (S)gnature)	(Signature)
Unofficial Wilness Name (Print)	Judson H. Turner Director
2 Martin Luther King Ir Dr. Sto 1456 Atlanta GA 30334	
Unofficial Witness Address (Print)	Dated: 5/26/2014
Notary Public (Signature)  My Commission Expires: 5/18/20/9	(NOTARY SEAL)
	CACOUNT

[Signatures continue on next page]

Signed, sealed, and delivered in the presence	For the Grantee/Holder:	
of:  Unofficial Witness (Signature)	Rathon Corp.  Name of Grantee/Holder (Pring)	_
Pobert L. Simmons Unofficial Witness Name (Print)	S. W. M. Grantee/Holder's Authorized Representative	_ (Seal)
LISA V VOLT  Unofficial Witness Address (Print)	(Signature)  E. Lee Reichert  Authorized Representative Name (Print)  Secretary  Title of Authorized Representative (Print)	_
Stale of Colongroo County of Denver The foregoing instrument was acknowledged before me this Delaware corporation, ap Secretary and on behalf-line Con	s 24th day of March, 2016 by E. Lee Reichart of Rathon Copporation.	trep., A
Notary Public (Signature)  My Commission Expires: May 31, 2016	(NOTARY SEAL) KATHLEEN M. KIRCHNER NOTARY PUBLIC STATE OF COLORADO My Commission Expires May 31, 2016	

[Signatures continue on next page]

Signed, sealed, and delivered in the presence of:	For the Grantee Holder:
Rachel Wooster Unofficial Witness (Signature)  Rachel Wooster Unofficial Witness Name (Print)  5 SW Broad St., Swite B Fairburn, GA 30213	Peachtree Crossing, LLC  Name of Grantee/Holder (Print)  Grantee Holder Authorized Representative (Signature)  Stephen J. Collins  Authorized Representatives Name (Print)  Manager  Title of Authorized Representative (Print)
Unofficial Witness Address (Print)	Dated: $3/33/14$
Notary Public (Signature)  My Commission Expires: 2/17/18	MOTARY SEAL)  OUNTY, GEOMINININININININININININININININININININ

#### Exhibit A

# Legal Description

All that tract or parcel of land lying and being in Land Lot 278 & 300, 18th Land District, City of Chamblee, DeKalb County, Georgia as shown on a survey and plat prepared by Patton Land Surveying, LLC, for Oxford Chemicals, LLC dated July 10, 2014 and being more particularly described as follows:

Commencing at a PK Nail Set at the approximate Centerline Intersection (C/L) of McGaw Drive (a 60 foot right of way) and Peachtree Road (a 50 foot right of way), THENCE North 81 degrees 32 minutes 13 seconds West for a distance of 38.54 feet to the intersection of the Northerly right of way of said Peachtree Road with the Westerly right of way of Said McGaw Drive, said point being the TRUE POINT OF BEGINNING.

Thence following along the Northerly right of way of Peachtree Road the following course:

Thence South 58 degrees 57 minutes 56 seconds West for a distance of 1005.11 feet to a point;

Thence leaving Peachtree Road the following courses:

Thence North 05 degrees 49 minutes 11 seconds East for a distance of 199.34 feet to a point to a 1/2" rebar pin set; Thence North 02 degrees 18 minutes 29 seconds West for a distance of 38.55 feet to a point; Thence North 04, degrees 33 minutes 45 seconds West for a distance of 121.29 feet to a 1/2" rebar pin set; Thence North 02 degrees 59 minutes 49 seconds West for a distance of 98.16 feet to a point; Thence North 00 degrees 52 minutes 13 seconds West for a distance of 98.54 feet to a point; Thence North 60 degrees 29 minutes 12 seconds West for a distance of 1.92 feet to a point; Thence North 64 degrees 52 minutes 01 seconds West for a distance of 36.48 feet to a 1/2" rebar pin found on the Easterly right of way of Peachtree Industrial Boulevard (150' wide right of way);

Thence following along the easterly right of way of Peachtree Industrial Boulevard the following course:

Thence North 29 degrees 09 minutes 11 seconds East for a distance of 339.79 feet to a point;

Thence leaving said Peachtree Industrial Boulevard the following courses:

Thence South 60 degrees 50 minutes 49 seconds East for a distance of 260.41 feet to a 1/2" rebar pin found; Thence South 31 degrees 11 minutes 22 seconds East for a distance of 310.50 feet to a point; Thence along a curve to the left having a radius of 198.28 feet and an arc length of 213.85 feet, being subtended by a chord of North 31 degrees 57 minutes 57 seconds East for a distance of 203.63 feet to a PK nail set; Thence North 58 degrees 57 minutes 56 seconds East for a distance of 132.45 feet to a 1/2" rebar pin set; Thence South 30 degrees 55 minutes 10 seconds East for a distance of 230.63 feet to a point said point being the POINT OF BEGINNING.

Said property contains 8.27 acres more or less.

As shown on that ALTA/ACSM Land Title Survey dated July 9, 2014 prepared by Chris M. Patton of Patton Land Surveying, Registered Land Surveyor Professional No. 2647.

# Exhibit B

Property Map

CRECE OF STANDARD CONTROL OF STANDARD CONTROL

ın





# IAND LOT 278 & 300 18TH IAND DISTRICT DEKALB COUNTY, GEORGIA

- NI 0314561-

OXEORD CHEMICALS, INC.

HOS KIND DITE SUBVEY FOR:

SOLE: 1' = 100'
SUME: 07/09/2014
Full anti: 07/19/2014
In-1844
UN: 14-130 REVISIONS

The control of the co	SOUNCE, UND BILLIDING  **Common Line of the Common	DATIONAL ALTHREE ** NOTES:  DATE AND SERVICE CONTENT OF A SERVICE CONTEN
The second of the control of the con	COLUMN OF THE WORLD BY THE SERVICED IN THE SERVICED IN THE SERVICED IN THE SERVICE COLUMN THE SERVICED IN THE	The control between these the control country.  The control control country country is a control of the country
TO A DE COMMON OF THE PARTY OF	The Copy was a copy wa	CONTINUES OF THE PROPERTY OF T
MRICE BAZZA ACCESS  MRICE	116.00 H	REFERENCES:  Description of the property of th
		1
SUNFECCIÓN NOTES.  SUNFECCIÓN NO	Secretary of Control and Contr	CONTRACTOR STATES OF THE STATE

М

**C1** 

#### Exhibit C

# VRP ANNUAL PROPERTY EVALUATION FORM Former Oxford Chemical Property, Sublisted to HSI Site No. 10072 5001 Peachtree Boulevard, Chamblee, DeKalb County, Georgia Tax Parcel 18-278-14-002

TYPE	No.	CRITERIA RESPONSE	YES	NO
Land Use	Ī	Does this VRP property meet the definition of non-residential property as defined in Section 391-3-19.02(2) of the Rules?  "Non-residential property means any property or portion of a property not currently being used for human habitation or for other purposes with a similar potential for human exposure, at which activities have been or are being conducted that can be categorized in one of the 1987 Standard Industrial Classification major group"		
	la	If no to 1, provide an explanation including a residential vapor intrusion exposure pathway evaluation to the EPD.		
Exposure 2 2a	2	Has groundwater beneath the property been used or extracted for drinking water or any other non-remedial purpose?		
	2a	If yes to 2, such use should be immediately terminated. Please also attach a written explanation.		
	3	Have vapor intrusion mitigation measures been implemented for each enclosed structure on the property?		
	3a	If any active vapor mitigation systems are present at the property, are they operating and consistently maintained?		
	3ь	If no to 3 or 3a, please attach a written explanation.		
Property 4 Instruments		Do all leases, easements and security deeds for the site have the applicable deed notice language inserted into them?		
	4a	If no to 3, provide a written explanation (attached) to the EPD.		

## Certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME (Please type or print)	TITLE
SIGNATURE	DATE